

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE 08/12/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SSC		7. ADMINISTERED BY (If other than Item 6) CODE SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca McKenzie Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca McKenzie Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNS08257979R			
		x 9B. DATED (SEE ITEM 11) 07/23/2008			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

INCO TERMS 2: Destination

SEE PAGES 2-7.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth L. Bradley	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this amendment is to incorporate the changes below into the solicitation and to answer contractor questions.

1. The following Motor Vehicle Management clause is hereby added as Section H.16 to the solicitation:

H.16 MOTOR VEHICLE MANAGEMENT

(a) Acquisition of Motor Vehicles: The Contractor shall operate and manage motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated in the manner most efficient and economical to the Government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Fleet Management System and/or from commercial sources subject to approval and authorization by the SSC Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the Contracting Officer.

The Contractor shall assure that all operators of Government-owned vehicles possess valid state licenses. The Contractor will furnish the SSC Transportation Officer and Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all Government-owned or commercially leased vehicles.

(End of Clause)

2. The Equivalent Rates for Federal Hires in Section I.5 were inadvertently derived from the Department of Labor wage rates when a GS locality pay schedule should have been used. The chart in Section I.5 is hereby changed and reads as follows:

Employee Class		
Department of Labor (DOL) Labor Classification	Monetary Wage	Fringe Benefits
General Clerk I - (GS-3)	11.34	3.06
General Clerk II - (GS-4)	12.73	3.44
General Clerk III - (GS-5)	14.24	3.84
Personnel Assistant (Employment) I – (GS-4)	12.73	3.44
Personnel Assistant (Employment) II – (GS-5)	14.24	3.84
Personnel Assistant (Employment) III – (GS-6)	15.88	4.29
Secretary I – (GS-4)	12.73	3.44
Secretary II – (GS-5)	14.24	3.84
Secretary III – (GS-6)	15.88	4.29

Administrative Assistant (GS-6)	15.88	4.29
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Positions will not exceed the GS-6 hourly range of \$15.88-\$20.64 per hour.

3. The following questions were received, and the following responses are hereby provided:

Question 1: Is teaming allowed if the prime 8(a) company is located in the Mississippi / Louisiana area and the team member 8(a) company is outside the area?

Answer: Yes, but the teaming agreement MUST be approved by the SBA District Offices of both team members.

Question 2: If I don't have a Conflict of Interest (COI) with this procurement, do I have to submit a COI Plan?

Answer: Yes, COI applies to more than this procurement alone. See Section H.12 of the solicitation.

Question 3: Can you please clarify. We are an 8(a) firm serviced in Washington, DC. However, we received an 8(a) award (sole source) supporting an agency in MS. The SBA has stated that our office location is fine. Additionally, we have filed state taxes in Mississippi over the years. However, we do not have an approval letter from the SBA stating that our office location is fine, but they did approve the sole source contract in which the office was established to support. We have discussed this with our SBA BOS, he is unaware of any specific letter or form number that would formally display the approval of our office. Can you please disclose what specifically, you require in an effort to allow us to formally meet this requirement?

Answer: This particular acquisition is set-aside for 8(a) firms located within the geographical areas serviced by the SBA-Mississippi and Louisiana District Offices. The sole source award your company received in MS may not have been set-side and restricted geographically. According to the SBA, for this geographically restricted acquisition, if the 8(a) firm is not serviced by one of the respective District Offices (Louisiana or Mississippi), the firm must have an **SBA approved** bona fide place of business in Louisiana or Mississippi, so you will need a letter from the SBA stating that you have an approved "bona fide place of business in Louisiana or Mississippi."

Question 4: The following question was addressed in Amendment 1; this Amendment 2 further clarifies the answer.

The synopsis states "This competitive procurement is 100% set-aside for U.S. Small Business Administration (SBA)-Certified 8(a) Program Participants located in the states of Mississippi and Louisiana. The firms should be located within the geographical areas serviced by the SBA-Mississippi and Louisiana District Offices."

Does this mean that the prime must be located in these geographic areas? If teaming, do all teaming partners need to have an office in the specified geographic area? Will having a subcontractor with an office in the specified geographic area suffice? Thank you.

Answer: This does mean that the prime contractor must be located in this geographic area. Having a subcontractor with an office in the specified geographic area will not suffice; however, a prime located in the geographic area with a subcontractor or teaming partner outside of the geographic area is allowed. If teaming, the teaming agreement MUST be approved by the SBA District Offices of both team members.

Question 5: Can you provide a government cost-estimate for this opportunity?

Answer: We cannot provide the Government cost-estimate.

Question 6: How many people are currently working on this contract; and how many years of service per labor category does each person have?

Answer: See chart below. Note: See Section 2.0 of the SOW regarding the Administrative Staff, denoted as Project Supervisor below.

Title	Hire Date
Administrative Asst. II	2007
Administrative Asst. II	2007
Administrative Asst. II	2008
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2006
Administrative Asst. III	2007
Administrative Asst. III	2008
Personnel Assistant III	2008
Personnel Assistant III	2008
Secretary III	2008
Secretary III	2008
Project Supervisor	2006

Question 7: Will NASA provide an office/office space for the on-site Project Manager?

Answer: Currently the Project Manager is housed in the same area as one of the Secretary III positions that provides center 'project support'. For issues deemed private, the Project Manager can schedule use of the available conference facilities on a space available basis.

Question 8: What is the dollar amount of the current contract (Base year and Options)?

Answer: See answer to question #7 of Amendment 1.

Question 9: Section F.4. Will the successor contractor be transitioning employees of the predecessor contractor during the phase-in period?

Answer: If the successor contractor chooses to use the incumbent contractor's employees, the transition will take place during the phase-in period.

Question 10: Section H.12. Will the personnel need security clearances?

Answer: Normally security clearance is not required. In accordance with the Homeland Security Presidential Directive 12 (HSPD 12) and NASA policy, to obtain access to report on-site, an employee needs to have a National Agency Check with Inquiries (NACI) as a minimum. A favorable previous NACI or higher investigation will also suffice. When employees report to work they will receive a 10-day temporary badge and will be required to complete the NACI questionnaire during the initial 10 days; fingerprints are also required. When this application is submitted, access is granted to computers/phones/email, etc. The fingerprint check normally takes about 5-10 business days, and if favorable, a permanent badge is issued.

Question 11: Section H.12. If the personnel require clearances, to what level is required?

Answer: Typically a NACI or higher is required.

Question 12: Section I.5. The fringe rate appears to be 26 percent of the wage—how did you arrive at 26 percent?

Answer: Please note: Section I.5 is a clause from the Federal Acquisition Regulations (FAR). This chart identifies the classes of civil servants and their corresponding wage rates and fringe benefits that would be paid if civil servants were hired for these positions instead of contractor employees. As the clause states, it is for information purposes only and is not a wage determination. The wage rates in the chart were inadvertently derived from the Department of Labor wage rates when a GS locality pay schedule should have been used. This amendment corrects this.

The fringe benefits represented in the chart are 27 percent of the wage rate, which is the average percentage used by the Stennis Space Center for civil servant employees.

Question 13: Section I.5. What is included in the fringe benefit?

Answer: The fringe benefit in this section corresponds with the GS wage rate that would be paid a civil servant employee and includes the Thrift Saving Plan (retirement), Federal Retirements (CSRS/FERS), FICA (Social Security), life insurance, health insurance,

and HIT (Medicaid and Medicare). Again please note: Section I.5 is for informational purposes as stated in the clause.

Question 14: Section I.5. Which GS locality pay schedule was used to derive the monetary wage rates and which step in the GS pay schedule?

Answer: Salary Table 2008-RUS, Effective January 2008. The Step 1 was used as comparison.

Question 15: Section L.7. Are there page limitations and/or formatting requirements?

Answer: No, there are no page limitations or formatting requirements.

Question 16: Section M.1(c). Should pricing be submitted in a separate volume?

Answer: Pricing should be submitted using Section B of the solicitation.

Question 17: SOW Section 2.0 states “All project management functions shall be run from the corporate office.” However, **Question 11 of Amendment 1** states that the Project Manager must be “on-site” at Stennis at all times. Could you please clarify this?

Answer: Refer back to the SOW. The group lead must be onsite; the project manager does not need to reside on-site.

Question 18: SOW Section 2.0. If a full-time Project Manager is required, would you consider allowing the contractor to charge NASA for this position?

Answer: Refer to SOW. A group lead is required which should be funded from the contractor G&A; not a full-time PM.

Question 19: If this contract was originally sole source, why is NASA putting this out for re-compete now?

Answer: The current contract is an Indefinite Delivery/Indefinite Quantity contract and the maximum ordering limitations have been met.

Question 20: How would you rate the performance of the incumbent contractor, ReDe, Inc. on the current contract?

Answer: Performance history is not releasable because it is source selection information.

Question 21: Do we have an answer to this question yet? Is teaming allowed if the prime 8(a) company is located in the MS/LA area, and the team member 8(a) company is outside the area?

Answer: Yes, this question has been answered in Question 1 of this Amendment 2.

Question 22: Are you able to provide the length of service for the current employees on the contract?

Answer: Yes, this question has been answered in Question 6 of this Amendment 2.

Question 23: You state that the lead time for filling a task order is 5 days. In the professional world today an employee usually gives a 2 week notice. Will consideration be given to revise the number of days to fill the task order in order, as to allow the new employee to give a 2 week notice?

Answer: No. We will adhere to the guidelines in the SOW because of the urgency of the need to fill the task order.

4. The solicitation closing date remains unchanged at August 22, 2008, 3:00 p.m. local time.
5. All other terms and conditions remain the same.